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Attorneys for Defendant
STONEBRIDGE LIFE INSURANCE COMPANY

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

JESSICA LEE, individually and on behalf of a
class of similarly situated individuals,

Plaintiff,

v.

STONEBRIDGE LIFE INSURANCE
COMPANY, a Vermont corporation, and
TRIFECTA MARKETING GROUP LLC, a
Florida limited liability company,

Defendants.

Case No. CV 11-0043-RS

**STIPULATION AND
~~PROPOSED~~ ORDER TO
FURTHER STAY DEADLINES**

Judge: Hon. Richard Seeborg

Action Filed: Jan. 4, 2011

1 Plaintiff Jessica Lee, Defendant Stonebridge Life Insurance Company (“Stonebridge”),
2 and Defendant Trifecta Marketing Group, LLC (“Trifecta”) (collectively the “Parties”), by and
3 through their respective counsel of record, hereby enter into the following stipulation:

4 WHEREAS, the Parties have reached a class action settlement in principle that would
5 resolve all of the claims of Plaintiff and the Class against both Stonebridge and Trifecta;

6 WHEREAS, on November 15, 2013, the Court approved a stipulation between the Parties
7 that stayed all activity in this Action, including all hearings and discovery and motion deadlines,
8 for a period of sixty days to allow the Parties to work on a class action settlement agreement and
9 submit it to the Court for preliminary approval (Docket No. 149);

10 WHEREAS, the Parties agreed to submit a joint status report to the Court upon the
11 expiration of the sixty-day stay to inform the Court of the status of the settlement;

12 WHEREAS, the Parties have been diligently preparing and exchanging drafts of the class
13 action settlement agreement and related documents, but seek an additional three weeks, through
14 February 4, 2014, to work on finalizing the agreement;

15 WHEREAS, the Parties believe a further stay of all case deadlines is warranted to avoid
16 unnecessary litigation expenses and to conserve the resources of both the Parties and the Court;

17 THEREFORE, subject to the approval of the Court, the Parties agree and stipulate that
18 this Action, including all hearings and discovery and motion deadlines, shall remain stayed
19 through February 4, 2014. The Parties agree to submit a joint status report on the day that this
20 stay is scheduled to expire to inform the Court of the status of the settlement, unless Plaintiff has
21 moved for preliminary approval of the class action settlement agreement on or before such time.

1 **IT IS SO STIPULATED.**

2
3 Dated: January 14, 2014

MORRISON & FOERSTER LLP

4
5 By: /s/ Tiffany Cheung
6 TIFFANY CHEUNG
7 Attorneys for Defendant
8 STONEBRIDGE LIFE INSURANCE
9 COMPANY

10 Dated: January 14, 2014

EDELSON LLC

11 By: /s/ Ryan D. Andrews
12 RYAN D. ANDREWS
13 Attorneys for Plaintiff
14 JESSICA LEE and the class

15 Dated: January 14, 2014

LAW OFFICES OF ALEXANDER
SKLAVOS

16
17 By: /s/ Alexander E. Sklavos
18 ALEXANDER E. SKLAVOS
19 Attorney for Defendant
20 TRIFECTA MARKETING GROUP,
21 LLC

22 **PURSUANT TO STIPULATION, IT IS SO ORDERED**

23
24 Dated: 1/15/14

25 
26 Hon. Richard Seeborg
27 United States District Judge
28